

BILL NO. S-78-11-

45

SPECIAL ORDINANCE NO. S-

239-78

AN ORDINANCE approving an Agreement with
Wheatridge Investors, Inc., for construc-
tion of a sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
INDIANA:

SECTION 1. That the Agreement dated October 30, 1978, between the
City of Fort Wayne, by and through its Mayor and the Board of Public Works
and Wheatridge Investors, Inc., for:

OFF-SITE SEWER

Beginning at an existing manhole on the St. Joe Interceptor Sewer
located on the east side of Beckett Run and 360+ feet westerly
from the westerly right-of-way line of Interstate Highway #69;
thence westerly through the properties now or formerly owned by
Leonard and Edwin Willig and Rosemary A. Logue, 1,075+ feet to a
proposed manhole in Auburn Road; thence continuing westerly and
southerly along the north bank and following the meanderings of
the Kruse Drain a distance of 1,720+ feet to a proposed manhole
located on the east side of the proposed Wheatridge Addition, said
manhole also on the west line of the property now or formerly
owned by Kenneth J. Klooze.

Said sewer shall be twelve (12) inches in diameter.

ON-SITE SANITARY SEWERS - WHEATRIDGE
Main Line

Beginning at the proposed manhole located at the terminus of the
above described off-site sewer; thence southwesterly 270+ feet to
a proposed manhole; thence westerly 370+ feet to a proposed man-
hole located on the east side of future Sakaden Court; thence
southwesterly along the east line of said future Sakaden Court
530+ feet to a proposed manhole; thence southwesterly 615+ feet
to a proposed manhole on the east side of Weymouth Drive; thence
southerly along the east side of Weymouth Drive 270+ feet to a
proposed manhole on the south side of Easton Trail; thence westerly
along the south side of Easton Trail, 1,230+ feet to a proposed
manhole at the northwest corner of Lot #14; thence westerly along
the north side of Easton Trail 380+ feet, terminating at a proposed
clean-out.


Lateral #1

Beginning at proposed manhole #6 on the main line located on the
east side of Weymouth Drive at the southwest corner of Lot #100;
thence northerly and westerly along Weymouth Drive to a proposed
manhole located at the intersection of Valdosta Drive 180+ feet,
terminating at a proposed manhole.

Lateral #1A

Commencing at a proposed manhole on Lateral #1 located at the

APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

southeast corner of the intersection of Weymouth Drive and Valdosta Drive; thence southwesterly along the east side of Valdosta Drive 200+ feet, terminating at a proposed manhole.

Lateral #2

Beginning at a proposed manhole located on Lateral #1 in the center of Lot #102 on the east side of Weymouth Drive; thence southwesterly along a proposed easement 570+ feet to a proposed manhole; thence northwesterly and along the east side of Bisque Court to a proposed manhole at the southeast corner of the intersection of Bisque Court and Valdosta Drive; thence northeasterly along the east side of Valdosta Drive 150+ feet, terminating at a proposed clean-out. Also commencing at the manhole located on proposed Lateral #2 at the southeast corner of Bisque Court and Valdosta Drive; thence southwesterly 60+ feet, terminating at a proposed clean-out located in the northeast corner of Lot #56.

Lateral #2A

Commencing at a proposed manhole located on Lateral #2 located at the southeast corner of Lot #75 in Tendall Court; thence northwesterly along the southerly side of Tendall Court 465+ feet, terminating at a proposed manhole located at the northeast corner of Lot #10.

Lateral #3

Commencing at a proposed manhole on the main line located at the northeast corner of the intersection of Easton Trail and Bridgewater Drive; thence northerly along the east side of Bridgewater Drive 855+ feet to a proposed manhole at the southeast corner of the intersection of Bridgewater Drive and Valdosta Drive; thence northeasterly along the east side of Valdosta Drive, 60+ feet, terminating at a proposed clean-out.

Said sewers shall be eight(8) and ten (10) inches in diameter.

ON-SITE SANITARY SEWERS - NEWBERRY

Main Line

Beginning at an existing manhole located at the southwest corner of Lot #9, Manor Park Addition; thence northerly 320+ feet to a proposed manhole located at the southeast corner of Lot #27 of Newberry; thence northwesterly along the south line of said Lot #27, 135+ feet to a proposed manhole located on the south side of Crowder Court; thence southerly and northwesterly along the south and southwesterly sides of Crowder Court, 1,355+ feet, terminating at a proposed manhole at the northwest corner of Lot #44 of Newberry.

Lateral #1

Beginning at a proposed manhole on the main line located at the northeast corner of Lot #35; thence northeasterly along the east side of Conway Court, 680+ feet to a proposed clean-out.

Lateral #2

Beginning at a proposed manhole located at the northeast corner of Lot #35; thence southwesterly along an easement on the north line of said Lot #35, 125+ feet, terminating at a proposed clean-out.

1 Lateral #3

2 Beginning at a proposed manhole on the main line located at the
3 southwest corner of the intersection of Newberry Drive and Crowder
4 Court; thence northeasterly along the east side of Newberry Drive,
5 380+ feet, terminating at a proposed clean-out.

6 Lateral #4

7 Beginning at a proposed manhole located at the southeast corner of
8 the intersection of Newberry Drive and Crowder Court; thence south-
9 westerly along the south side of Newberry Drive, 95+ feet, termin-
10 ating at a proposed clean-out.

11 Said sewers shall be eight (8) and ten (10) inches in diameter.
12 of which the developer shall pay the entire cost and expense of the con-
13 struction of said sewer, all as more particularly set forth in said agree-
14 ment which is on file in the Office of the Board of Public Works and is
15 by reference incorporated herein, made a part hereof and is hereby in all
16 things ratified, confirmed and approved.

17 SECTION 2. That this Ordinance shall be effective upon passage
18 and approval by the Mayor.

19 
20 Councilman

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 11-14-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>5</u>	_____	_____	<u>4</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	_____	_____	_____	<u>X</u>	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT, D.</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT, V.</u>	_____	_____	_____	<u>X</u>	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 11-28-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 239-78 on the 28th day of November, 19____.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of November, 19____, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 4th day of December, 19____, at the hour of 5:30 o'clock A M., E.S.T.

Robert Armstrong
MAYOR

S-78-11-45

Bill No. _____

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance

approving an Agreement with Wheatridge Investors, Inc., for

construction of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

PAUL M. BURNS - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

FREDRICK R. HUNTER

11-28-77
CONCURRED IN
DATE _____ CHARLES W. WELCH

Memorandum

To BOARD OF PUBLIC WORKS Date October 9, 1978
From Philip R. Boller, P.E., Chief Water Pollution Control Engineer
Subject Wheatridge - ~~Section 1 Offsite Sanitary Sewer~~ NEWBERRY

COPIES TO:

BOARD OF PUBLIC WORKS

OCT -10 1978

You will find attached for your and Councilmanic approval a fifteen (15) year sewer reimbursement agreement for the above captioned project. In this agreement the City agrees to pay the developer \$18,897.35 for oversizing this offsite sanitary sewer.

Once this agreement has been approved, the contractor will be required to take out a "Sewer Contribution Permit" which will be accompanied by the appropriate performance and guaranty bond.

Very truly yours,



Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

NOTED

HPW

PRB/eg
Attachment

Date

66-223-29

10/30/78

Received
11/14/78

66-223-29 H.I.
10/30/78

AGREEMENT
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 30th day of October, 1978, by and between WHEATRIDGE INVESTORS, INC., 3320 Shoaff Park River Drive, Fort Wayne, Indiana, hereinafter referred to as the "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, by its Board of Public Works and Mayor, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer is developing approximately two hundred sixty-two (262) acres into multiple and single-family housing, commonly referred to as Wheatridge and Newberry, and

WHEREAS, the Developer is desirous of extending City sanitary sewers to serve said Development, and

WHEREAS, the Developer has had detailed engineering plans and specifications prepared for the extension of City sanitary sewers to serve Section I of Wheatridge and Newberry, and allow for future extensions to serve his entire area, and

WHEREAS, said plans have been reviewed and approved by the City and designed to incorporate the City's request for oversizing and lowering to allow for future expansions, and

WHEREAS, the Developer has obtained bids on said Project, and the City and Developer are now ready to construct the sewers commonly known as "Wheatridge/Newberry Section I Off-Site and On-Site Sanitary Sewers", hereinafter referred to as "Sewer", and is described as follows:

OFF-SITE SEWER

Beginning at an existing manhole on the St. Joe Interceptor Sewer located on the east side of Beckett Run and 360+ feet westerly from the westerly right-of-way line of Interstate Highway #69; thence westerly through the properties now or formerly owned by Leonard and Edwin Willig and Rosemary A. Logue, 1,075+ feet to a proposed manhole in Auburn Road; thence continuing westerly and southerly along the north bank and following the meanderings of the Kruse Drain a distance of 1,720+ feet to a proposed manhole located on the east side of the proposed Wheatridge Addition, said manhole also on the west line of the property now or formerly owned by Kenneth J. Klooze.

Said sewer shall be twelve (12) inches in diameter.

ON-SITE SANITARY SEWERS - WHEATRIDGE
Main Line

Beginning at the proposed manhole located at the terminus of the above described off-site sewer; thence southwest 270+ feet to a proposed manhole; thence westerly 370+ feet to a proposed manhole located on the east side of future Sakaden Court; thence southwest along the east line of said future Sakaden Court 530+ feet to a proposed manhole; thence southwest 615+ feet to a proposed manhole on the east side of Weymouth Drive; thence southerly along the east side of Weymouth Drive 270+ feet to a proposed manhole on the south side of Easton Trail; thence westerly along the south side of Easton Trail, 1,230+ feet to a proposed manhole at the northwest corner of Lot #14; thence westerly along the north side of Easton Trail

380+ feet, terminating at a proposed clean-out.

Lateral #1

Beginning at proposed manhole #6 on the main line located on the east side of Weymouth Drive at the southwest corner of Lot #100; thence northerly and westerly along Weymouth Drive to a proposed manhole located at the intersection of Valdosta Drive 180+ feet, terminating at a proposed manhole.

Lateral #1A

Commencing at a proposed manhole on Lateral #1 located at the southeast corner of the intersection of Weymouth Drive and Valdosta Drive; thence southwesterly along the east side of Valdosta Drive 200+ feet, terminating at a proposed manhole.

Lateral #2

Beginning at a proposed manhole located on Lateral #1 in the center of Lot #102 on the east side of Weymouth Drive; thence southwesterly along a proposed easement 570+ feet to a proposed manhole; thence northwesterly and along the east side of Bisque Court to a proposed manhole at the southeast corner of the intersection of Bisque Court and Valdosta Drive; thence northeasterly along the east side of Valdosta Drive 150+ feet, terminating at a proposed clean-out. Also commencing at the manhole located on proposed Lateral #2 at the southeast corner of Bisque Court and Valdosta Drive; thence southwesterly 60+ feet, terminating at a proposed clean-out located in the northeast corner of Lot #56.

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Said sewers shall be eight (8) and ten (10) inches in diameter.

ON-SITE SANITARY SEWERS - NEWBERRY

Main Line

Beginning at an existing manhole located at the southwest corner of Lot #9, Manor Park Addition; thence northerly 320+ feet to a proposed manhole located at the southeast corner of Lot #27 of Newberry; thence northwesterly along the south line of said Lot #27, 135+ feet to a proposed manhole located on the south side of Crowder Court; thence southerly and northwesterly along the south and southwesterly sides of Crowder Court, 1355+ feet, terminating at a proposed manhole at the northwest corner of Lot #44 of Newberry.

Lateral #1

Beginning at a proposed manhole on the main line located at the northeast corner of Lot #35; thence northeasterly along the east side of Conway Court, 680+ feet to a proposed clean-out.

Lateral #2

Beginning at a proposed manhole located at the northeast corner of Lot #35; thence southwesterly along an easement on the north line of said Lot #35, 125+ feet, terminating at a proposed clean-out.

Lateral #3

Beginning at a proposed manhole on the main line located at the southwest corner of the intersection of Newberry Drive and Crowder Court; thence northeasterly along the east side of Newberry Drive, 380+ feet, terminating at a proposed clean-out.

Lateral #4

Beginning at a proposed manhole located at the southeast corner of the intersection of Newberry Drive and Crowder Court; thence southwesterly along the south side of Newberry Drive, 95+ feet, terminating at a proposed clean-out.

Said sewers shall be eight (8) and ten (10) inches in diameter.

Said Sewer to be constructed in accordance with the plans, specifications and profiles as prepared by Ronald L. Bonar and Associates, Inc., and approved by the Water Pollution Control Engineering Department, and on file at this time in the Office of the Board of Public Works. Said project, commonly known as Wheatridge/Newberry, Section I. Said plans, specifications and profiles are by reference incorporated herein and made a part hereof.

WHEREAS, the cost of construction of the Off-Site Sanitary Sewer is represented to be \$88,409.80 which is composed of \$67,209.80 construction cost; \$6,500.00 engineering cost; \$4,200.00 inspection cost; \$500.00 agreement fees; and \$ 10,000.00 easement costs, and

WHEREAS, the cost of the Wheatridge/Newberry On-Site Sanitary Sewers is represented to be \$273,659.95 which is composed of \$253,719.75 construction cost; \$7,440.00 inspection cost; \$12,000.00 engineering cost; and \$500.00 agreement fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said Sewer to be constructed and located in accordance with said plans, specifications and profiles on file with the City. All work and materials shall be subject to inspection by the City and right of City to halt construction if there shall be non-compliance therewith. Said Sewer shall not be deemed permanently connected into the sewer system of the City until final acceptance by City. Notwithstanding the above, the Developer may place in service a portion of the project before the entire project is completed, providing said portion is completed in accordance with said plans and specifications. Upon completion, said Sewer shall become the property of City, and City shall accept sewage

therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said Sewer and to hold the City harmless from any liability for claims connected therewith. City's cost of oversizing said Sewer as described herein is established at \$18,897.35. Said amount was established through competitive bids, copies of which are on file with the City. City shall pay Developer said amount as all or any portion of the oversized sewer is completed and accepted by City.

3. AREA OF DEVELOPER

Said Sewer will serve the area of the Developer which consists of approximately two hundred sixty-two (262) acres located in Section 12, Township 31 North, Range 12 East, and is bounded generally on the north by Wallen Road, on the south by Cook Road, and on the west by Coldwater Road, described in detail on Exhibit "A" and shown on Exhibit "B" which are attached hereto and made a part hereof.

4. CHARGES AGAINST EXCESS AREA AND LOCAL CONNECTION FEES

Said Sewer, when constructed, will serve and benefit additional or excess area, identified as "Local Area Benefitting" on attached Exhibit "C" and drawing, Exhibit "D". A breakdown of the off-site sewer cost and allocation is set forth on Exhibit "C". In the event any present or future owner of the designated Local Area Benefitting as shown on Exhibits C and D shall at any time within fifteen (15) years after the date of this contract, whether by direct tap or connection to a lateral or extension thereof, shall pay to the City of Fort Wayne a Local Connection Fee of \$.06773079 per square foot. All connection fees collected by City shall be paid by City to Developer within sixty (60) days after collection.

5. AREA CONNECTION FEES

In addition to the above described "Local Connection Fees", all future users of said Sewer, whether by direct tap or connection to a lateral or extension thereof, shall pay to the City of Fort Wayne the St. Joe Interceptor Area Connection Fee of \$475.00 per acre as set forth in Document #74-22909 recorded on October 1, 1974. The amounts so collected shall be retained by the City for expansions and improvements as set forth in the aforescribed Resolution and deposited with the Fort Wayne Water Pollution Control Utility.

The Local and Area Connection Fees will be due as the areas are platted, developed or connected to said Sewer.

The Area Connection Fees due from the area of the Developer for Section I of Wheatridge and Newberry and the off-site sewer property owners who are connected by Developer as consideration of easement cost shall be waived by City in an amount not to exceed \$30,000.

6. CONSTRUCTION OF FUTURE SEWERS

The Developer may construct future sewers to serve the entire area of Developer with extensions from the sewers described herein, providing the plans and profiles of such future sewers are first approved by the City's Water Pollution Control Engineering Department. City agrees the entire area of Developer, 262+ acres, may be served by City sanitary sewers and that said service may be in phases, depending upon the development plans of the Developer.

7. LIMITATION ON USE

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

9. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by City of any territory now or hereafter owned by him as described in Article 3 herein, or hereafter served by said Sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its direction to annex to the City of Fort Wayne at any future time by duly authorized Ordinance, the said real estate noted in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this Article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns, by any grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of the City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the Corporate Limits of City, who connect into the Sewer constructed hereunder, shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by City of such land or of the territory in which it is located, or of the area served by said Sewer.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:
WHEATRIDGE INVESTORS, INC.

By Amos D. Delagrange
Amos D. Delagrange, President

By Richard K. Locke
Richard K. Locke, Secretary-Treasurer

CITY OF FORT WAYNE
By Robert E. Armstrong
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS
By Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

ATTEST:
Ursula Miller
Ursula Miller, Clerk

Ethel H. LaMar
Max G. Scott
Max G. Scott

Approved as to form and legality:
Terry J. Bonar
Associate City Attorney

This Instrument prepared by Ronald L. Bonar and Associates, Inc.

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared WHEATRIDGE INVESTORS, INC., by Amos D. Delagrange President; and Richard K. Locke, Secretary-Treasurer, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 26th day of October, 1978.

My Commission Expires:
Sept 30, 1980
A. D. Delagrange Construction Inc.

Hedger B. Heiler
Notary Public
Hedger B. Heiler
Resident of Allen Co., Indiana

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Robert E. Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; Ethel H. LaMar and Max G. Scott, members of the Board of Public Works; and Ursula Miller, Clerk of the Board of Public Works, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 30th day of October, 1978.

My Commission Expires:
March 6, 1980

Anne J. Fox
Notary Public ANNE J. FOX
Resident of Allen Co., Indiana

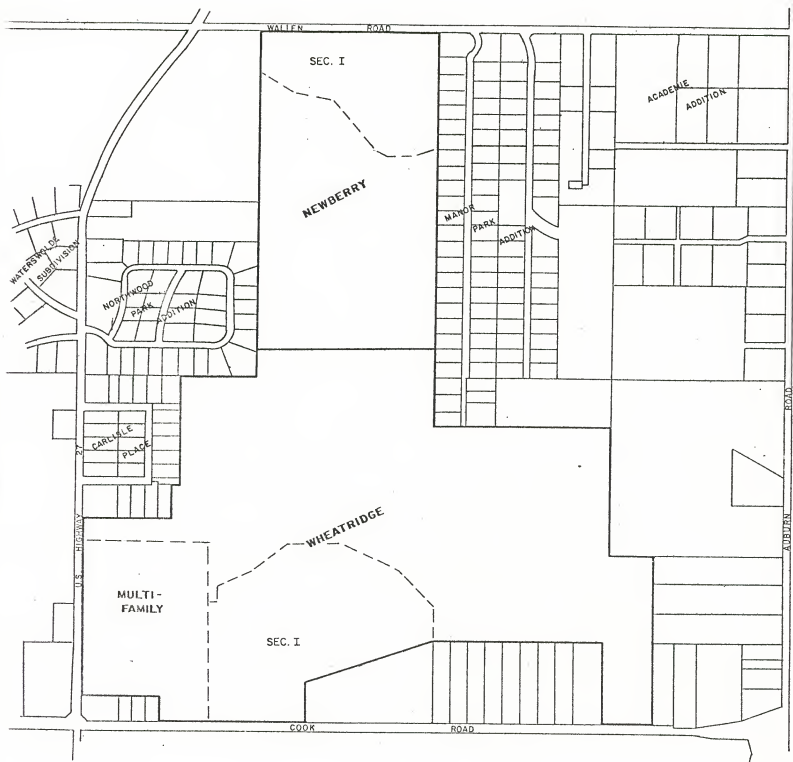
AREA OF DEVELOPER
WHEATRIDGE/NEWBERRY DEVELOPMENTS

Beginning at the center of Section 12, T-31-N, R-12-E; thence South 00 degrees, 02 minutes, 20 seconds West, 355.00 feet; thence North 89 degrees, 35 minutes, 30 seconds East, 1288.15 feet; thence South 00 degrees, 07 minutes, 37 seconds East, 977.35 feet; thence North 89 degrees, 45 minutes, 06 seconds East, 302.03 feet; thence South 00 degrees, 22 minutes, 18 seconds East, 1334.86 feet to a point on the centerline of existing Cook Road; thence South 89 degrees, 21 minutes, 48 seconds West, 340.33 feet along said Cook Road centerline; thence North 00 degrees, 07 minutes, 37 seconds West, 660.00 feet; thence South 89 degrees, 31 minutes, 24 seconds West, 1260.00 feet; thence South 71 degrees, 49 minutes, 38 seconds West, 1003.38 feet; thence South 00 degrees, 00 minutes, 00 seconds East 350.00 feet to a point on the centerline of Cook Road; thence along the centerline of Cook Road South 89 degrees, 49 minutes, 20 seconds West 978.00 feet; thence North 00 degrees, 38 minutes, 40 seconds West 235.00 feet; thence South 89 degrees, 49 minutes, 20 seconds West 605.00 feet to a point on the centerline of existing State Road 327; thence along said State Road 327 centerline North 00 degrees, 38 minutes, 40 seconds West, 1351.80 feet; thence North 89 degrees, 06 minutes, 20 seconds East, 685.73 feet; thence North 00 degrees, 49 minutes, 00 seconds West, 248.60 feet; thence North 89 degrees, 06 minutes, 20 seconds East 54.00 feet; thence North 00 degrees, 49 minutes, 00 seconds West, 815.33 feet; thence North 89 degrees, 25 minutes, 55 seconds East, 544.61 feet; thence North 00 degrees, 38 minutes, 05 seconds West, 2669.00 feet to a point on the centerline of existing Wallen Road; thence along said Wallen Road centerline South 89 degrees, 53 minutes, 53 seconds East, 1296.00 feet; thence South 00 degrees, 26 minutes, 35 seconds East, 2657.00 feet to the Point Of Beginning; containing 261.62 acres and subject to State and County Rights-of-Way therefrom.

The above description is from a Survey of Keith E. Moody, dated January 18, 1978.



EXHIBIT "B"



Prepared by: RONALD L. BONAR & ASSOC., INC
SUITE 430, 116 EAST WAYNE ST.
FORT WAYNE, INDIANA

AUGUST 11, 1978

WHEATRIDGE OFF-SITE SANITARY SEWERLOCAL CONNECTION FEES

Construction Costs - Based on Bid 2A of Bercot Construction Co.

2790	L.F.	10" Sanitary @ \$15.90	=	<u>\$44,361.00</u>
10	Each	Manhole @ \$1232.20	=	12,322.00
1	Each	Auburn Road Crossing @ \$5231.80	=	5,231.80
1300	S.Y.	Restoration-Seeding & Mulch @ \$2.55	=	3,315.00
9900	S.Y.	Restoration-Broadcast Seeding @ \$.20	=	<u>1,980.00</u>
				\$67,209.80

Local Sewer Cost

Construction Cost	\$67,209.80
Engineering Cost	6,500.00
City Inspection Cost	4,200.00
Agreement Fees	500.00
Easement Cost	<u>10,000.00</u>
Total Local Sewers Cost	\$88,409.80
Less City Waiver of Developer's Area Connection Fees	<u>- 30,000.00</u>
Net Local Sewers Cost	\$58,409.80

Local Area Benefitting

Tract 1	174,000
Tract 2	38,400
Tract 3	<u>655,400</u>
	867,800 S.F.

Cost per Square Foot $\frac{\$58,409.80}{867,800\text{S.F.}} = \$.0673079$

Cost to Each Tract

<u>Tract Number</u>	<u>Owner</u>	<u>Area Benefitting</u>	<u>Local Sewer Share</u>
1	Leonard & Edwin Willig 7980 Auburn Road	174,000S.F.	\$11,711.57 ² .
2	Rosemary A. Logue 7930 Auburn Road	38,400S.F.	2,584.62 ¹ .
3	Kenneth J. Klooze	<u>655,400S.F.</u>	<u>44,113.61².</u>
		867,800S.F.	\$58,409.80

1. Share was absorbed as easement damages, therefore, no local share due to Developer. Also, St. Joe Interceptor Area Charge and tap permit fee are being satisfied by Developer.
2. Local Sewer share as well as St. Joe Interceptor Area Charge and tap per tap permit fees due at the time of connection.

4286

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR SEWER EXTENSION - NEWBERRY/WHEATRIDGE

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

L-78-11-45

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION WITH WHEATRIDGE INVESTORS, INC., DEVELOPER

ON THE CONSTRUCTION OF OFF-SITE AND ON-SITE SANITARY SEWERS TO SERVE NEWBERRY AND WHEATRIDGE,

SECTION I. (15-YEAR REIMBURSEMENT AGREEMENT)

(AGREEMENT ATTACHED)

EFFECT OF PASSAGE CONSTRUCTION OF SEWER TO SERVE ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE INABILITY TO PROCEED WITH CONSTRUCTION AS PLANNED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) DEVELOPER AGREES TO PAY ENTIRE COST AND
EXPENSE OF CONSTRUCTION OF SAID SEWER. CITY'S COST OF OVERSIZING SAID SEWER IS ESTABLISHED AT
\$18,897.35 TO BE PAID FROM CITY UTILITIES.

ASSIGNED TO COMMITTEE _____